

RECORDATION NO. 18499-E, F FILED

MAY 30 '97

3:30 PM

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973

(202) 393-2266

FAX (202) 393-2156

OF COUNSEL
URBAN A. LESTER

May 30, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of an Assignment of Lease Agreement, dated as of May 30, 1997, and a Bill of Sale, dated May 30, 1997, both secondary documents as defined in the Board's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed documents relate to the Memorandum of Lease Agreement, which was previously filed with the Commission under Recordation Number 18499.

The names and addresses of the parties to the enclosed documents are:

Assignment of Lease

Assignor: Sequel Railcar Leasing Corporation
570 Lake Cook Road
Deerfield, Illinois 60015

Assignee: The CIT Group/Equipment Financing, Inc.
1211 Avenue of the Americas
New York, New York 10046

RECEIVED
SURFACE TRANSPORTATION
BOARD

MAY 30 3 27 PM '97

Counterparts - *[Signature]*

Mr. Vernon A. Williams
May 30, 1997
Page 2

Bill of Sale

Seller: Sequel Transportation Leasing Corporation
570 Lake Cook Road
Deerfield, Illinois 60015

Purchaser: The CIT Group/Equipment Financing, Inc.
1211 Avenue of the Americas
New York, New York 10046

A description of the railroad equipment covered by the enclosed documents is:

fifty-nine (59) boxcars bearing HCGX reporting marks (formerly DGHX) and road numbers 1100 through 1159 (excluding 1111)

Also enclosed is a check in the amount of \$48.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW. Ste. 200
Washington, DC., 20006-2973

Surface Transportation Board
Washington, D.C., 20423-0001

5/30/97

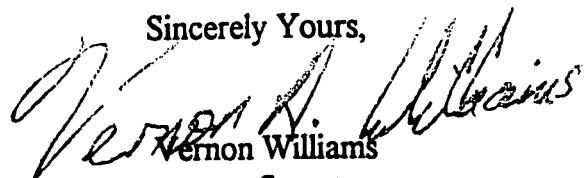
Dear: Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301

and 49 CFR 1177.3 (c), on 5/30/97 at, 3:30PM and ✓

assigned recordation number(s). 18394-B, 18394-C, 18499-E, 18499-F, 20197-A,
20197-B and 20197-C.

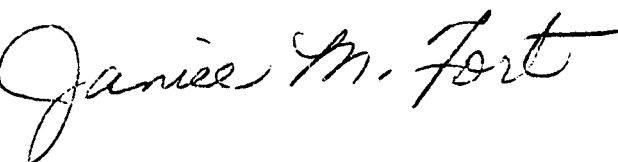
Sincerely Yours,


Vernon Williams
Secretary

Enclosed (s)

\$ 168.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has had an opportunity to examine your document.

Signature.



MAY 30 '97

3-30PM

ASSIGNMENT OF LEASE AGREEMENT

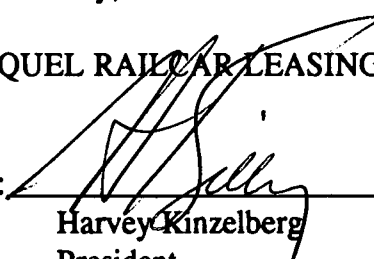
FOR VALUE RECEIVED, Sequel Railcar Leasing Corporation, an Illinois corporation ("Assignor") hereby sells and assigns to The CIT Group/Equipment Financing, Inc. and its successors and assigns ("Assignee"), without recourse or warranty, except as expressly set forth herein, of all of its right, title and interest in and to that certain Lease Agreement dated as of March 15, 1993 (the "Lease"), by and between Greenbriar Railcar, Inc., as lessor ("Lessor"), and NAMSCO, Inc. as lessee ("Lessee"), for the lease of fifty nine (59) 60 foot long 100 ton RBL boxcars with moveable bulkheads, having the following running marks and numbers HCGX 1100 through HCGX 1159 (inclusive) but excluding HCGX 1111.

1. Assignee hereby accepts the above assignment and covenants to be bound to all the duties and obligations of the Lessor under the Lease.
2. Assignee hereby covenants that so long as an Event of Default as defined under the Lease does not exist, Assignee shall not interfere with the rights of Lessee to have quiet and peaceful use and possession of the Cars during the term of the Lease.
3. Any and all warranties and representations of the manufacturer of the Cars that are available to Assignor are hereby assigned to the Assignee in respect of events occurring after the date of this Assignment.
4. Should the assignment herein fail for any reason, Assignor shall remit any rental or other proceeds due under the Lease that it actually receives to Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 30 day of May, 1997.

SEQUEL RAILCAR LEASING CORPORATION

By: _____


Harvey Kinzelberg
PresidentTHE CIT GROUP/EQUIPMENT
FINANCING, INC.

By: _____

Title: _____

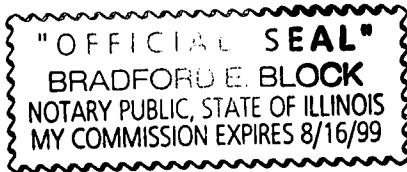
STATE OF


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(ss.

COUNTY OF

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On this 24th day of May, 1997, before me personally appeared Harvey Kinzelberg, to me personally known, who being by me duly sworn, says that he is the President of SEQUEL RAILCAR LEASING CORPORATION that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.




NOTARY PUBLIC

My commission expires:

Assignment of Lease Agreement

FOR VALUE RECEIVED, Sequel Railcar Leasing Corporation, an Illinois corporation ("Assignor") hereby sells and assigns to The CIT Group/Equipment Financing, Inc. and its successors and assigns ("Assignee"), without recourse or warranty, except as expressly set forth herein, of all of its right, title and interest in and to that certain Lease Agreement dated as of March 15, 1993 (the "Lease"), by and between Greenbriar Railcar, Inc., as lessor ("Lessor"), and NAMSCO, Inc. as lessee ("Lessee"), for the lease of fifty nine (59) 60 foot long 100 ton RBL boxcars with moveable bulkheads, having the following running marks and numbers HCGX 1100 through HCGX 1159 (inclusive) but excluding HCGX 1111.

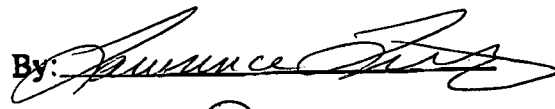
1. Assignee hereby accepts the above assignment and covenants to be bound to all the duties and obligations of the Lessor under the Lease.
2. Assignee hereby covenants that so long as an Event of Default as defined under the Lease does not exist, Assignee shall not interfere with the rights of Lessee to have quiet and peaceful use and possession of the Cars during the term of the Lease.
3. Any and all warranties and representations of the manufacturer of the Cars that are available to Assignor are hereby assigned to the Assignee in respect of events occurring after the date of this Assignment.
4. Should the assignment herein fail for any reason, Assignor shall remit any rental or other proceeds due under the Lease that it actually receives to Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 30 day of May, 1997.

SEQUEL RAILCAR LEASING CORPORATION

By: _____
Harvey Kinzelberg
President

THE CIT GROUP/EQUIPMENT
FINANCING, INC.

By: 
Title: Vice President

STATE OF

NY

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(ss.

COUNTY OF

NY

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On this 29 day of May, 1997, before me personally appeared Lawrence Littlefield, to me personally known, who being by me duly sworn, says that he is the Vice President of THE CIT GROUP/EQUIPMENT FINANCING, INC. that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

Barbara Garner
NOTARY PUBLIC

My commission expires:

BARBARA GARNER
Notary Public, State of New York
No. 01GA5085133
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires Sept. 3, 1998